

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

UNITED STATES OF AMERICA,

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Plaintiff,

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v.

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Case No.

**CHRISTY L. BROOKS,
a/k/a CHRISTY YOUNGBLOOD,
7545 Ives Lane
Dundalk, Maryland 21222**

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Defendant.

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COMPLAINT

The United States of America, by and through the Acting United States Attorney for the District of Maryland, submits the following Complaint and alleges as follows:

1. This Court has jurisdiction by virtue of 28 U.S.C. § 1345, in that the United States of America is plaintiff, complaining of Defendant, Christy L. Brooks a/k/a Christy Youngblood, who resides at 7545 Ives Lane, Dundalk, MD 21222, within the jurisdiction of this Court.

2. On or about December 11, 2002, Defendant executed a promissory note (“Note”) to secure a Federal Family Education Loan Program Consolidation loan from Sallie Mae. *See* December 11, 2002 Promissory Note, attached hereto as Exhibit A; *see also* April 19, 2017 Certificate of Indebtedness, attached hereto as Exhibit B.

3. The loan obligation was guaranteed by United States Aid Funds, Inc. (“guarantor”), and then reinsured by the Department of Education (“Department”) under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. § 1071 et seq. (34 C.F.R. Part 682).

4. The loans were disbursed for \$2,577.77 and \$48,716.53 on December 27, 2002 at 4.37% interest per annum. *See Exhibit B.*

5. The holder of the Note, Sallie Mae, demanded payment according to the terms of the Note, and credited \$764.88 to the outstanding principal owed on the loan.

6. The Defendant defaulted on the obligation on January 27, 2005, and the holder filed a claim on the loan guarantee.

7. Due to this default, the guarantor paid a claim in the amount of \$50,529.42 to the holder. The guarantor was then reimbursed for that claim by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect the debt from the Defendant; however, the guarantor was unable to collect the full amount due, and on February 8, 2011, the guarantor assigned its right and title to the loan to the Department.

8. Since the assignment of the loan, the Department has received a total of \$81.00 in payments from all sources. *See Exhibit B.*

9. The Department demanded payment according to the terms of the Note, and Defendant defaulted on the obligation on January 16, 2017. *See Exhibit B.*

10. Pursuant to 34 C.F.R. § 685.202(b), a total of \$13,824.58 in unpaid interest was capitalized and added to the principal balance. *See Exhibit B.*

11. Defendant, Christy Brooks, is indebted to the United States for \$56,721.48 (principal of \$42,896.90 and interest of \$13,824.58 as of February 16, 2017) plus interest thereafter on the principal at \$5.13 per day until the date of judgment, as shown on Exhibit B.

12. Defendant has failed to make satisfactory arrangements to repay the aforesaid amount.

WHEREFORE, the United States of America demands judgment against Christy Brooks, defendant, for \$56,721.48, plus prejudgment interest from February 16, 2017, through the date of judgment, and interest at the legal rate from the date of judgment until paid in full, cost of suit and other proper relief.

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